

**OFFICE OF THE MISSISSIPPI SECRETARY OF STATE
BUSINESS REGULATION AND ENFORCEMENT DIVISION**

IN THE MATTER OF :

**AMERICAN LEGION POST 26
LADIES AUXILLARY
115 Woodland Heights
Aberdeen, Mississippi 39730**

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**Administrative Proceeding
Number: C-07-0034**

Respondent

CONSENT AGREEMENT

I.

The Business Regulation and Enforcement Division of the Mississippi Secretary of State's Office (hereinafter "Division") having the power to administer and to provide for the enforcement of all provisions of the Mississippi Charitable Solicitations Act (hereinafter "Act"), and Respondent AMERICAN LEGION POST 26, LADIES AUXILIARY hereby enter into this Consent Agreement in resolution of the following allegations by the Division of violations of certain provisions of the Act.

1. Respondent is part of American Legion Daniel W. Bird Post 26, a "charitable organization" as defined in Miss. Code Ann. § 79-11-501(a) (1) (2001);
2. Respondent failed to comply with the books and record keeping requirements in Miss. Code Ann. § 79-11-518 and Rule 213 of the Mississippi Charitable Solicitations Act Rules.

II.

Respondent, under the terms of this Consent Agreement and solely for the purpose of resolving the foregoing allegations, stipulates without a hearing to the matters set forth above in Paragraph I and hereby consents to the issuance of this Consent Agreement and further consents to and agrees to the undertakings contained herein, with

no formal administrative hearing and determination of wrongdoing. Furthermore, the undersigned agent for the Respondent acknowledges that she has been lawfully vested with the authority to enter into this Consent Agreement on behalf of the Respondent.

III.

THEREFORE, in consideration of a final resolution of the matters set forth herein, the Division and Respondent hereby agree and stipulate as follows:


1. Respondent stipulates to the jurisdiction of the Division as to all matters contained herein under the authority of the Act and acknowledges that the issuance of this Consent Agreement is solely for the purpose of resolving the matters set forth herein.
2. The Division shall impose a penalty upon the Respondent in the amount of one thousand dollars (\$1,000.00). Respondent shall remit payment to the Division, payable to the "Mississippi Secretary of State" upon execution of this Agreement.
3. Respondent agrees that it will not pay a salary or any other compensation to volunteers.
4. Respondent agrees to keep and maintain accurate books and records of its solicitation activities for a period of at least three (3) years. The records referred to include but is not limited to, invoices, receipts, expense reports, cancelled checks, inventory, sales, and bank statements.
5. Respondent agrees that members will not sign checks and authorize donations for family members.
6. Respondent agrees that each check written on behalf of the organization must be signed by two (2) authorized officers of the organization, and the policy of signing blank checks will be abolished.
7. Respondent agrees to implement all necessary internal controls designed to detect and prevent the misuse of funds.
8. Respondent agrees that at any such time as the Division desires, and without notice to Respondent, Respondent will submit to an examination of its records by the Division.

9. This Consent Agreement is in resolution of the matters contained herein. As a result of this Consent Agreement, the matters contained herein cannot be used as a basis for action by the Division except in determining any penalty as may be imposed by the Division for any future violations of the Act committed by the Respondent and as set forth below.
10. Respondent agrees that it will comply with the provisions of the Mississippi Charitable Solicitations Act as currently in effect or as may be subsequently amended.

IV.

In the event Respondent fails or neglects to comply with any of the terms, stipulations or undertakings set forth in this Consent Agreement, the Division may, without notice to the Respondent, unilaterally rescind this Agreement and institute any legal or administrative proceedings it deems appropriate including, but not limited to, proceedings to address the matters set forth herein.

ERIC CLARK
Secretary of State

By: 
TANYA G. WEBBER
Senior Attorney

Date: 7/17/07

AMERICAN LEGION POST 26, LADIES AUXILIARY

Sign Name: Mary Taylor

Print Name: Mary Taylor

Title: Past President
Aug. 2006 - July 2007